



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	State of California Statewide Contract
2. Contractor:	Folsom Lake Ford
3. Cooperative Agency Agreement Name and Agreement Number:	State of California Statewide Contract, 1-22-23-14C, Enforcement Vehicles, Police Pursuit
4. Cooperative Agency Initial Agreement Term:	Start Date: 05/11/2022 End Date: 05/10/2026
5. Cooperative Agency's Agreement-Options to extend:	Not Applicable
6. Cooperative Agency Amended Term:	Not Applicable
7. Cooperative Agency Remaining Options to Renew:	Not Applicable
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: 05/10/2026
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$102,243.44 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced State of California Statewide Contract, 1-22-23-14C, Enforcement Vehicles, Police Pursuit ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card

(credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through 05/10/2026 unless terminated earlier by the City.
2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for Enforcement Vehicles, Police Pursuit in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$102,243.44 for the purchase of police interceptors. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.
4. **Governing Law:** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.
5. **Applicable Law:** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

Date: _____

ATTEST:


Katherine Roland CMC, CPMC, Interim City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

FOLSOM LAKE FORD

By: 
Signature

ARON MCNEILY
Print name

Title: FLEET MANAGER

[If Contractor is a corporation, signatures must comply with Corporations Code §313]

By: _____
Signature

Title: _____

EXHIBIT A



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
 MANDATORY

Supplement 3
(Incorporates Supplements 1 – 3)

ISSUE AND EFFECTIVE DATE:	*7/29/2024*
CONTRACT NUMBER:	1-22-23-14C
DESCRIPTION:	Enforcement Vehicles, Police Pursuit (Ford Explorer V6 AWD) (Ford Explorer V6 AWD - HEV)
CONTRACTOR:	Folsom Lake Ford
CONTRACT TERM:	5/11/2022 through *5/10/2026*
STATE CONTRACT ADMINISTRATOR:	Rudolph Jimenez (279) 946-8312 Rudolph.Jimenez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

[Non-IT General Provisions, rev 06/08/2010](#)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Fax/Email: Fax: (916) 353-2078 Email: MarkPaoli@folsomlakeford.com	Contact Information: Folsom Lake Ford Mark Paoli Phone: (916) 351-4202 Email: MarkPaoli@folsomlakeford.com

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
3	<p><i>*Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</i></p> <ul style="list-style-type: none"> ➤ <i>Cover Page: Contract expiration date has been updated to extend contract.</i> ➤ <i>Article 37, VETTED FORMS/CERTIFICATIONS has been added.</i> 	<i>*7/29/2024*</i>
2	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Cover Page Note ➤ Attachment A – Contract Pricing, Supplement 2 has been updated to reflect a price increase. ➤ Effective February 1, 2024, orders for 25MY will be accepted. 	1/30/2024
1	<p>Subject contract for Enforcement Vehicles, Police Pursuit is hereby modified to reflect the following changes:</p> <ul style="list-style-type: none"> ➤ Attachment A – Contract Pricing, Supplement 1 has been updated to reflect a price increase. ➤ Effective September 9, 2022, orders for 23MY will not be accepted and 23MY vehicles will not be available until further notice. <p>Note: The cut-off date to submit orders for 23MY is close of business September 8, 2022.</p>	9/2/2022
N/A	Original Contract Posted	5/11/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contract with (Contractor) provides Enforcement Vehicles, Police Pursuit at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-14C. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Enforcement Vehicles, Police Pursuit to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year period or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency’s purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

There are no exempt purchases associated with this contract.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance,

outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All line items are listed on Attachment A – Contract Pricing.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment B1, Specifications 2310-5644, dated 9/30/2021 and Attachment B2, Specifications 2310-5712, dated 9/30/2021.

9. CUSTOMER SERVICE

Contractor will provide office and personnel resources for responding to requests, including telephone coverage weekdays during the hours of 8:00 AM through 5:00 PM (PT).

Contact	Phone	Email
Customer Service Unit	(916) 351-4202	MarkPaoli@folsomlakeford.com

10. PRODUCT SUBSTITUTIONS

Product substitution shall be in accordance with the General Provisions (rev 06/08/10), Article 16 entitled “Substitutions”.

11. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer the ordering agency the promotional pricing or the discount percentage off list, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

12. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the [Office of State Publishing web site](https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx) (<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx>) (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

13. MINIMUM ORDER

The minimum order shall be one (1) vehicle

14. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: Folsom Lake Ford 12755 Folsom Blvd. Folsom, CA 95630	Facsimile: (916) 353-2078	Email: MarkPaoli@folsomlakeford.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

15. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

16. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an email or facsimile order receipt confirmation within forty-eight (48) hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Purchase order total cost
- Anticipated delivery date

17. OUT OF STOCK REMEDY

Upon receipt of an order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request a back order
- Cancel the item from the order with no penalty

The Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

18. DISCONTINUED ITEM REMEDY

Upon receipt of an order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 10, Product Substitutions)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

19. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

B. Delivery Documents

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window Sticker" showing all options installed
- One (1) copy of the vehicle warranty
- One (1) Owner's Manual
- Speed Calibration documentation for each vehicle

C. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside garages and parking lots.

D. Schedule

Delivery made to any State department is to begin within ninety (90) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Delivery to local agencies is to be completed in full within 150 days ARO.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

20. FREE ON BOARD (F.O.B.) DESTINATION

All prices offered shall be F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

The Contractor will be required to deliver vehicles to State agencies or local agencies FOB Destination, Sacramento County. Additionally, delivery shall be FOB Destination to the California Highway Patrol (CHP), Fleet Operations, 3300 Reed Ave., West Sacramento, California 95605.

Vehicles shall be delivered from the factory to the Contractor's place of business. If the purchase order indicates delivery outside an FOB point, the Contractor and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge by the resulting contractor(s). This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the FOB area must contact the Transportation Management Unit for freight rate comparisons if the Contractor is delivering the vehicle. These delivery instructions will be provided on the purchase order. Contractors receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the fuel tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a Contractor with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 250 miles on the odometer will not be accepted.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency order number (purchase order number)
- Ordering agency name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

23. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Ordering agency name
- Delivery address, unit, and/or floor
- Department and floor
- Ordering agency contact name
- Ordering agency telephone number

24. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

25. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State Inspector at the Contractor's place of business. Inspection by local agencies will be at the Contractor's place of business or as otherwise agreed to by the dealer and local purchasing agency. Inspection will commence within five (5) State working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State Inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local purchasing agency.

26. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS-PD	Folsom Lake Ford
Contact Name:	Rudolph Jimenez	Mark Paoli
Telephone:	(279) 946-8312	(916) 951-4202
Facsimile:	(916) 375-4613	(916) 353-2078
Email:	Rudolph.Jimenez@dgs.ca.gov	MarkPaoli@folsomlakeford.com
Address:	DGS/Procurement Division Attn: Rudolph Jimenez 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Folsom Lake Ford Attn: Mark Paoli 12755 Folsom Blvd. Folsom, CA 95630

27. RETURN POLICY

The Contractor will accept all products for return at no cost to the ordering agency within thirty (30) calendar days of delivery, and refund the customer in full.

Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the 10 percent restocking fee, whichever is lower. The Contractor shall provide the State Contract Administrator and/or ordering agency a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile, or e-mail.

28. CREDIT POLICY

The Contractor shall offer a credit/refund for the following items:

- Items shipped in error
- Items that are returned within thirty (30) calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. The Contractor cannot require the ordering agency to deal directly with the manufacturer.

29. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within thirty (30) calendar days of delivery
- Items that are returned, but exchanged for other items within thirty (30) calendar days

Re-stocking fees for all other reasons shall be 10 percent of the value of the items to be re-stocked.

The packaging and documentation provisions in accordance with Article 27, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than sixty (60) days after delivery. The ordering agency will be responsible for return transportation costs to the Contractor if so accepted after sixty (60) days after delivery.

30. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Agreement Number (Contract Number)
- Agency order number (purchase order number)
- Item and commodity code number
- Quantity purchased
- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

31. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Cash Discount of \$500 per unit for payment within twenty (20) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. **State departments should contact the Contractor for copies of the Payee Data Record.**

32. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
Folsom Lake Ford	26-797640

33. WARRANTY

The manufacturer's regular new vehicle warranty shall apply to all vehicles procured against the resulting contract.

The warranty shall be factory authorized and shall cover not less than 3 years/36,000-mile bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with the California Air Recourses Board (CARB) and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed

procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000-mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000-mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request. The solicitation shall also require each awarded Bidder to designate by name, a responsible contact and alternate assigned for the duration of the contract, who will resolve State warranty-related claims on a priority basis.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

34. WARRANTY REPAIR PARTS

It shall be the responsibility of the Contractor to maintain an adequate stock of all regular and special parts to meet the continuing service and warranty repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at the Contractor's expense when parts are not in stock in California parts depots. Warranty replacement parts shall be available within three (3) working days after telephone notification.

35. RECYCLED CONTENT

There is no recycled content associated with this contract.

36. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

37. VETTED FORMS/CERTIFICATION

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor forms, certifications, and compliance to performing a commercially useful function (CUF) during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to conduct a CUF evaluation or request the completion of the following required certifications and forms:

- *GenAI Disclosure & Factsheet (STD 1000)*
- *Bidder Declaration Form (GSPD 05-105)*
- *DVBE Declaration Form (DGS-PD 843)*
- *Darfur Contracting Act Form*
- *California Civil Rights Certification Form*
- *Iran Contracting Act Certification*
- *Russian Sanctions Agreement*
- *Federal Debarment**

38. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B1, Specifications 2310-5644, dated 9/30/2021

Attachment B2, Specifications 2310-5712, dated 9/30/2021

Document Summary

Detail Type	Detail
Event ID	0000020265
Commodity	MIDSIZE UTILITY VEHICLE, LAW ENFORCEMENT HIGH SPEED VEHICLE POLICE PURSUIT
Attachment (Exhibit)	Attachment B1
Group-Class	23-10
Bid Specification	2310-5644
Revision Level	Original
Revision Date	September 30, 2021
Agency Name	Statewide

Revision History

Bid Spec	Rev Level	Revision Date	Author	Summary of Changes
2310-4264	Original	April 12, 2018	MADUELL, R	First Bid Development
2310-5644	Original	Sept 30, 2021	Lai, Y	Bid Development

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1.0 SCOPE

This specification describes the State of California minimum requirements for an **all or rear wheel drive** midsize utility vehicle (UV) to be used in high-speed highway traffic and general law enforcement work. The vehicle will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads, and road surfaces and at altitudes ranging from approximately 200 feet below sea level to 10,000 feet above sea level. Ambient temperatures to which the vehicle will be exposed will range from approximately 0°F to 120°F.

The manufacturer shall use components, materials and design practices that are the best available in the industry for the type of operational conditions to which the vehicles will be subjected. Engine, transmission, driveline, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, as well as safety and not merely meet the minimum requirements of this specification. Where necessary, the component parts shall exceed the usual quantity, quality, or capacity generally supplied with standard production vehicles in order to withstand the unusual strain, exposure, temperature, wear and use required for a police application.

2.0 APPLICABLE LAWS and INDUSTRY STANDARDS

Specifications, standards and codes referenced in this document in effect on the opening of the 'Invitation for Bid', form a part of this specification.

2.1 LAWS and REGULATIONS

- 2.1.1 Applicable California Vehicle Code (CVC).
- 2.1.2 Code of Federal Regulations, Title 49, "Federal Motor Vehicle Safety Standard" (FMVSS)
- 2.1.3 California Code of Regulations, Title 13, "Motor Vehicles" rules and regulations (except emissions regulations)
- 2.1.4 Federal and State rules, regulations, and safety standards applicable to the vehicle type in effect on the date of the opening of the invitation for bid.
- 2.1.5 Vehicles shall meet 50 State emissions requirements that allow the resale of these vehicles to the general public as originally equipped upon emergency vehicle "service life" completion

2.2 INDUSTRY STANDARDS

- 2.2.1 Society of Automotive Engineers (SAE) J 1100, "Motor Vehicle Dimensions" and other applicable SAE standards.

3.0 TECHNICAL REQUIREMENTS

All vehicles offered in compliance with these specifications shall be the manufacturer's "Police Pursuit" rated midsize UV model and shall be suitable for high-speed pursuit and emergency driving. All vehicles shall meet the following minimum specifications:

3.1 GENERAL REQUIREMENTS

3.1.1 Each vehicle shall be new (unused), current model year production. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall also be installed.

3.2 ENGINE

3.2.1 The engine shall be a manufacturer's "**Police Package**" configuration and shall have a displacement, to be determined by the manufacturer, sufficient so that all performance requirements described in Section 1.0, Scope and Section 3.25, Performance Requirements are achieved.

3.2.2 The engine shall be designed to operate knock free at all engine and vehicle speeds on unleaded fuel with a minimum octane rating of 87 $[(RM + MM) \div 2]$.

3.3 ENGINE OIL COOLER

3.3.1 An auxiliary engine oil cooler shall be installed if required to maintain oil operating temperatures $\leq 300^{\circ}\text{F}$, under operating conditions described in the Section 1.0 of this specification.

3.4 FUEL SUPPLY SYSTEM

3.4.1 The fuel supply system shall be of such a design to eliminate vapor lock when the engine is operating in high ambient temperatures or during periods of extended idling.

3.5 FUEL TANK

3.5.1 The fuel tank furnished shall be the largest capacity available.

3.6 COOLING SYSTEM

3.6.1 The cooling system shall be liquid pressurized, forced circulation type. The manufacturer shall provide the heaviest duty cooling system components and recovery system applicable to the model offered. The cooling system design and capacity shall maintain the engine at optimum temperature, under all operating conditions specified, without any loss of coolant or overheating of engine or components. The cooling system shall be free of contaminants that may affect cooling system component longevity and performance. Optimum engine temperature shall be maintained with the vehicle loaded to the vehicle manufacturer's published maximum gross vehicle weight rating (GVWR) and continually operated in all operating environments described within the scope of this specification.

3.7 ELECTRICAL SYSTEM

- 3.7.1 The electrical system shall be 12-volt negative ground. All wiring shall include weather-proof connectors.
- 3.7.2 The vehicle battery shall be the optional heaviest duty type available, compatible with the vehicle charging system and intended for police service. The vehicle battery shall have a minimum of 700 cold cranking amps, with a manufacturing date not exceeding six (6) months prior to vehicle delivery. Vehicles will not be accepted with batteries exhibiting less than 90 percent of full charge at time of delivery.
- 3.7.3 The generator/alternator shall be the highest capacity optional generator/alternator listed in the manufacturer's current police package brochure applicable to the vehicle bid. It shall have a minimum 200-amp output.

3.8 TRANSMISSION

- 3.8.1 The transmission shall be fully automatic transmission equipped with auxiliary transmission fluid coolers, if necessary, to maintain oil operating temperatures not to exceed 275°F, maximum. Console or floor mounted shifters are acceptable but must be capable of allowing the installation of California Highway Patrol (CHP) radio and equipment.

3.9 BRAKES

- 3.9.1 The brakes shall be power assisted and feature an anti-lock brake system (ABS). All four wheels shall be equipped with disc brakes. Friction material shall be designed for police applications.

3.10 WHEELS AND TIRES

- 3.10.1 Each vehicle shall be supplied with five (5) matching wheels and tires. One (1) of the five (5) shall be a matching full-size wheel and spare tire. A space saver type spare tire is not acceptable. The wheels shall have a safety ridge rolled into the rim or otherwise designed to prevent the tire from separating from the wheel in the event of a flat. Wheels shall be steel construction, designed for police applications. Lug nuts shall be covered with a center cap. Manufacturer's standard Tire Pressure Monitoring System shall be supplied. If a tire pressure activation tool is needed to reset the light on the tire pressure monitoring system, one tool shall be provided for each vehicle as part of this requirement.
- 3.10.2 The vehicle manufacturer shall test and certify tires as acceptable for original equipment and replacement installation on the police package vehicle specified in this invitation for bid.
- 3.10.3 Any wheel weights used shall be "non-lead" type.

3.11 SUSPENSION

3.11.1 The front and rear suspension including shock absorbers shall be designed for police work. Front and rear stabilizer bars are required.

3.12 DIFFERENTIAL

3.12.1 The differential shall be the conventional type, ring and pinion gears, with a ratio designed to give the best overall performance for the transmission and tire size installed on the vehicle. The gear ratio shall be the same on all vehicles.

3.13 RADIO SUPPRESSION

3.13.1 The vehicle shall not cause the radio system to be affected by any electromagnetic interference (EMI) or radio frequency interference (RFI) including but not limited to the following radio frequencies currently in use by CHP vehicles:

- a) Low Band: 39 - 46 MHz Transmit and Receive.
- b) Repeaters: 153 -155 MHz Transmit and Receive.
- c) Radio, UHF 440 - 490 MHz Transmit and Receive.
- d) Allied Radio 806 - 870 MHz Transmit and Receive.
- e) Allied Radio 581 - 866 MHz Transmit and Receive.
- f) Allied Radio 159 - 173 MHz Transmit and Receive.
- g) Allied Radio 150 - 174 MHz Transmit and Receive.
- h) Radio / Repeater 764 - 806 MHz Transmit and Receive.
- i) Canines 26 - 28 MHz Receive.
- j) Canines 303.9 MHz Receive.
- k) Computers: 896-901 MHz Transmit, 935-940 MHz Receive.
- l) Canines: 303.875 MHz Receive.

3.13.2 The vehicle should not cause the radio system more than one (1) dB of radio degradation at the antenna whether it be radiated or conducted radio frequency interference (RFI), or electromagnetic interference (EMI). If the vehicle causes the radio system any two or all three types of interference, the total combined allowable receiver degradation is 1 dB at all CHP frequencies. See Exhibit 2 for radio degradation testing details.

3.14 BODY

3.14.1 The body shall be a four door, midsize SUV with center post. Protective side molding shall not be installed on the vehicle. This is to permit installation of an Agency insignia (33" long by 20" high) without trim interference.

3.14.2 The wheel wells shall be constructed so that OEM approved tire chains or cables may be installed in a conventional manner, without clearance problems and without causing body or structural damage to the vehicle.

3.15 EXTERIOR COLOR

3.15.1 The body shall be painted manufacturer's gloss black. The roof panel and lower portion of both front doors below the window belt line shall be painted manufacturer's gloss bright white. After-factory applied paint to accomplish the white portion of the two-tone paint scheme is acceptable if factory applied black and white two-tone paint configuration is unavailable from the manufacturer.

3.16 INTERIOR/SEAT UPHOLSTERY

3.16.1 Front seats shall be bucket type accommodating the installation of a center console by the end user. A 60/40 split bench/bucket type seat is not acceptable. The driver's seat shall be power adjustable and shall be designed for maximum comfort, support and durability. **The front and rear seats shall be the manufacturer's standard cloth upholstery (A vinyl rear set is acceptable provided the manufacturer warrants the vinyl seat material against sun and heat damage for not less than three (3) years).**

3.17 SPEEDOMETER

3.17.1 The vehicle described in this specification will be used in law enforcement and speedometer accuracy is essential. The speedometer shall be calibrated and be accurate within two (2) miles per hour at speeds from 15 to 100 miles per hour of the true vehicle speed, within the environmental operating conditions specified in Section 1.0 Scope. A digital only speedometer is preferred and shall be installed if offered. If equipped with an analog speedometer, the dial face shall be marked up to a minimum of 140 miles per hour and the face markings shall be in increments no greater than two (2) miles per hour. The design of the speedometer, whether analog or digital, shall be such to ensure accuracy throughout the life of the vehicle. A letter of certification of accuracy shall be provided with each unit and shall be applicable to both digital and analog displays. The bidder shall specify the size of tires for which the speedometer is certified.

3.18 PAYLOAD

3.18.1 The vehicle shall have a minimum payload of 1500 lbs when configured in the standard Police Pursuit rated version.

3.19 RADIO

3.19.1 Vehicle shall be factory equipped with the factory base radio and at least two (2) front mounted radio speakers and two (2) rear mounted radio speakers.

3.20 SPOTLIGHTS

3.20.1 Factory installed A-Pillar incandescent spotlights with 2 wire handles, one spotlight on each A-Pillar. Shall be a glass sealed beam incandescent bulb H-7635. The two wire handles shall have one black and one red color wire each 48 inches in length and non-terminated. If factory is unable to install the spotlights, factory shall prepare the vehicle structure ready for spotlight installation (i.e. manufacturer shall at a minimum install spotlight brackets and drill A-pillar through-holes) and send the spotlight assemblies to CHP for installation.

3.21 HOOD-LATCH RELEASE

3.21.1 The hood latch release shall be mounted inside the front passenger compartment so that the hood cannot be readily opened from outside the vehicle. The release shall be readily accessible to the seated driver.

3.22 FLOOR COVERING

3.22.1 The floor covering of the front and rear floor shall be standard rubber, vinyl or carpet. The color shall be keyed to the upholstery color. OEM floor mats shall be included for carpeted vehicles.

3.23 INTERIOR AREA

3.23.1 The Vehicle shall be equipped with 1st and 2nd row seats only and shall have a seating capacity of minimum 5.

3.24 CONTROLLER AREA NETWORK (CAN) SYSTEM

3.24.1 At a minimum, the vehicle shall make available in usable format the following vehicle signals via the vehicle's CAN for use by the CHP's emergency vehicle equipment (Whelen CenCom Core ® or similar): engine running, vehicle speed, brake-service (indicator of brake pedal being applied), doors (open/closed state of all doors and hatch), turn signal (right, left), transmission selector position (park, reverse, neutral, drive), and key position (off, accessory, run, crank).

3.25 MISCELLANEOUS EQUIPMENT

3.25.1 The vehicle shall be equipped with the following miscellaneous equipment:

- a) Backup camera with display.
- b) Reverse sensing.
- c) Heated driver and passenger mirrors.
- d) Tilt steering wheel.
- e) Fresh air type heater and defroster. Refrigeration air conditioning of a size and type recommended and installed by the manufacturer of the vehicle.
- f) Intermittent windshield wiper system.
- g) Fuel level and water temperature indicator gauges.
- h) 12-volt DC power outlet in front compartment.
- i) **Ballistic Door Panels (left front and right front doors), threat level 3+ or better. (Door Panels shall meet and pass National Institute of Justice Certification level III plus test standards. Testing certification shall be provided upon request).**
- j) Cruise control.
- k) Dual electric horns or dual note horn.
- l) Headlight wigwag capability.
- m) Map/dome/courtesy light(s) which provide the following functions:
 - When vehicle front doors are opened, none of the interior map/dome/courtesy light(s) shall illuminate automatically.
 - At least one map/dome/courtesy light (at both front and second row) that shall be manually operated to illuminate the seating areas.
- n) Quick release style driver's side inside door handle to allow the driver's door to be unlocked by pulling on the inside handle.
- o) Driver and front passenger front impact air bag.
- p) Driver and front passenger side impact air bag.

- q) All four (4) doors shall contain power locking and unlocking mechanisms controlled by switches located on the driver's side door control panel.
- r) All four windows shall be power actuated and controlled from the driver's side door control panel with a lockout feature to prevent other windows from being operated when locked out by the driver.
- s) Rear window defogger/defroster on a separate switch.
- t) The vehicle shall use the same single key or fob for ignition, door, rear, and glove box (if vehicle includes). A set of four (4) total keys or fobs shall be supplied for each vehicle. Each vehicle shall be keyed individually.
- u) Arm rests on each of the four (4) doors (arm rests in rear passenger compartment may be mounted on other than the door if vehicle is so designed).
- v) Left and right remote control outside mirrors. Similar in appearance and mounted on left and right front doors. Both mirrors shall be controllable from the driver's seat.
- w) Windshield and all windows shall feature tinted glass.
- x) Light in rear cargo area with rear cargo door actuated switch.
- y) Standard tool kit including wheel changing tools and jack adequate to safely lift the vehicle.

3.26 PERFORMANCE REQUIREMENTS: See Exhibit 1 for testing methodology

3.26.1 All vehicles shall meet the following **Top Speed and Acceleration** requirements:

- a) 0 to 60 miles per hour in 9.0 seconds or less.
- b) 0 to 100 miles per hour in 23.0 seconds or less.
- c) 50 to 100 miles per hour in 18.0 seconds or less.
- d) Attain a top speed of not less than 130 miles per hour within a distance of two (2) miles.
- e) 0 to 60 miles per hour in 11.0 seconds or less at approximately 5,500-6,000 feet of elevation.

3.26.2 All vehicles shall be tested for the following **Vehicle Dynamics**:

- a) Steering – Response, Road Feel.
- b) Suspension – Roll Resistance, Front-end Dive, Rear-end Squat.
- c) Handling – High-speed Curves, Medium-speed Curves, Tight Cornering, Predictability.

3.26.3 All vehicles shall meet the following **Braking** requirements/tests:

a) **ABS Braking:**

- Full ABS stop from 90 MPH. Stopping distance shall not to exceed 325 feet.
- Vehicle stops in a straight line, within its own lane and without evidence of brake fade or excessive pedal travel.

b) **Pursuit Course Testing:**

- No evidence of excessive brake pedal travel or brake fade.
- Braking system provided acceptable stopping power.
- No steering pull or wheel lock-up.
- No flame occurring within the test.

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE – PURCHASE OF GOODS

EXHIBIT C

PRICE QUOTATION
 FOLSOM LAKE FORD
 12755 FOLSOM BLVD.
 FOLSOM, CA 95630
 (916) 351-4202 - Direct

Date: 9/12/2024

To: Alanna Bindi / Project Manager / City of Stockton for Stockton Fire Dept.
 From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
 Subject: Pricing for 2025 Ford Interceptor (State of California Contract #1-22-23-14C)

\$49,313.00 - Bid Price (2025 Ford Police Interceptor Utility AWD / 3.3L V6 Gas Eng)
 -2,853.00 - Ballistic Door Panel Delete
 \$46,460.00 - Subtotal (Bid Price Less Deletions)
 88.00 - 2nd Row Cloth Seat (88F)
 0.00 - Police Interceptor Badge Delete (16D)
 \$46,548.00 - Selling Price (Solid Color - Vermillion Red)
 85.00 - Documentation Fee
 \$46,633.00 - Subtotal
 4,196.97 - Sales Tax (9.0%) Subject to Change
 250.00 - Delivery to Stockton, CA
 33.00 - DMV Electronic Filing Fee
 8.75 - California Tire Fee
 \$51,121.72 - Total Price (EACH)
 X2
 \$102,243.44 - Total Price (2-Interceptors) F.O.B. Stockton, CA

Payment Terms: \$500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Power Passenger Seat (4-Way), Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.